

IN THE SUPREME COURT OF THE STATE OF WASHINGTON

In re

ROBERT J. LA ROCCO, DECLARATION OF
GAIL REYES
Lawyer (Bar No. 42536).

Supreme Court No. _____

I, Gail Reyes, declare and state:

1. I am over the age of 18 years of age and am competent to testify if called as a witness in these proceedings. I make the statements in this declaration from my personal knowledge.

2. On April 12, 2016, I hired Mr. La Rocco to represent me in a chapter 7 bankruptcy.

3. On April 12, 2016, we signed a written fee agreement. The fee agreement stated that the \$1600 would be paid in its entirety before the bankruptcy would be filed with the bankruptcy court. A copy of the Legal Representation Agreement is attached as Exhibit A to this declaration.

4. On April 12, 2016, I gave Mr. La Rocco six checks to be cashed on later dates:

Check	Amount	To be cashed on:
3019	250.00	April 22, 106
3020	250.00	May 6, 2016
3021	250.00	May 29, 2016
3022	250.00	June 3, 2016
3023	250.00	June 17, 2016
3024	350.00	July 5, 2016

5. On April 12, 2016, I gave Mr. La Rocco a list of all my creditors and the balances owed.

6. According to my bank, Mr. La Rocco cashed all of the checks as we had agreed. Copies of the cancelled checks are attached as Exhibit B to this declaration.

7. I made an appointment in September 2016 to meet with Mr. La Rocco, but he cancelled the appointment, telling me that I need not come in.

8. Weeks went by, and I "called and called" about the status of her case, with no response.

9. I went to the police. The officer called Mr. La Rocco and Mr. La Rocco called back right away, and said that "everything was going as planned."

10. In the beginning of November 2016, I went to Mr. La Rocco's office and happened to catch him exiting the elevator. He told me that we would go to court on November 21, 2016.

11. After that, he would not answer my calls until November 11, 2016, when he made an appointment for November 18, 2016.

12. I went to the office on November 18, 2016, and the receptionist sent me to yet another office building; Mr. La Rocco was not there when I arrived.

13. I continued to call, with no answer from Mr. La Rocco.

14. I sent him a letter dated November 22, 2016, requesting that he contact me. A copy of my November 22, 2016 letter to Mr. La Rocco is attached as Exhibit C to this declaration.

15. In December 2016, Mr. La Rocco's wife sent me an email claiming that he would respond within two days, but he did not.

16. I have had no further contact with Mr. La Rocco.

17. I have not received a refund of the money I paid Mr. La Rocco.

18. Mr. La Rocco never told me that he was suspended from practicing in bankruptcy court.

19. On January 26, 2017, I filed a grievance against Mr. La Rocco with the Washington State Bar Association.

20. I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Sept. 22, 2017

Date & Place

Noakessak, Wa.

Gail Reyes

Gail Reyes

EXHIBIT A

THE LA ROCCO LAW FIRM

Legal Representation Agreement – Bankruptcy Chapter 07

This letter is to confirm in writing the agreement that you, Gail Narquie Reyes (Client), and I, Robert Joseph La Rocco (Attorney), reached on 4/12/2016, regarding the representation in a bankruptcy proceeding under Chapter 7 of the Bankruptcy Court.

The representation includes:

1. One Free consultation.
2. Analysis of your financial situation.
3. Preparation of the Voluntary Petition.
4. Preparation of the Chapter 13 Plan (if applicable).
5. Compilation and submission of the documents required under LBR 4002.
6. One Free Attendance of the Meeting of Creditors ("341 Hearing").
7. Submission of the Pre-Filing Counseling Certificates.
8. Submission of the Pre-Discharge Counseling Certificate.
9. Compilation and submission of any additional documents as requested by the trustee.
10. Attendance of the Plan Confirmation Hearing (if applicable)
11. Court Filing Fee.

The flat-fee representation does not include:

1. Compilation and submission of additional creditor's or assets not listed in the original filing.
- ~~2. Continuance on the 341 hearing due to missing documents or non-attendance~~
3. Follow-up consultations with the Attorney.

Representation: This agreement shall describe the rights and responsibilities between the Attorney and the Client. The Client authorizes the Attorney to engage in legal representation that the Attorney believes is reasonably necessary and proper. The Attorney will make reasonable efforts to communicate to the Client any and all decisions made and the progress of this case. The Client agrees to promptly notify the Attorney in writing regarding any changes regarding the Client's address, phone number, employment

COPY

ROBERT JOSEPH LA ROCCO, ESQ.

ATTORNEY AND COUNSELOR AT LAW

1313 E. MAPLE STREET

SUITE 201-531

BELLINGHAM WA 98225

TEL. (360) 603-9545

FAX (206) 452-5532

ROBERT@LAROCCOLAW.US

and circumstances during the course of the representation. The Client must promptly complete and return all papers, such as requests for documents, declarations and other materials related to the case.

Attorney Fees: The Client understands that a fixed fee of \$1,600 shall be paid by the Client to the Attorney for legal services rendered under this contract. The fixed fee shall be paid in its entirety before the matter can start and the bankruptcy can be filed with the Bankruptcy Court. A flat fee is considered earned when it is paid. A flat fee is not deposited into a trust account, but is deposited into the La Rocco Law Firm's operating account. ~~A flat fee is not refundable unless no work has been done in this~~ representation. The Client will not be billed as the case progresses, and will not receive invoices and account statements as the case progresses.

The Client understand that the legal representation fee is based not only on the complexity of the case but also on the experience and expertise of the Attorney in handling such matters, and on the fact that this case will require this law office to set aside a considerable block of time to protect your interest.

The Attorney understands that someone other than the Client may pay all or part of the attorney fee, however, acceptance of payment from others does not waive the attorney-client privilege. The Attorney's duty of loyalty and confidence to the Client will not be violated.

The Client understands and agrees that some of the work relating to the matter may be performed by contract attorney's, law clerks, paralegal assistants, and other persons the Attorney employs and that such work is included in the legal representation fee set forth by this agreement.

Costs and Expenses: Costs and expenses refer to the charges incurred, which relate to the Client's case in addition to attorney's fees. Costs will include: court filing fees, credit counseling classes, investigative costs, expert witnesses, and witness fees. Costs incurred will be exclusive of the flat fee set forth in this agreement. All costs and expenses will be your sole responsibility.

In the event that someone other than Client pays all or part of the attorney fee, acceptance of payment from others does not waive the attorney-client privilege. The Attorney's duty to the Client of loyalty and confidence will not be violated.

ROBERT JOSEPH LA ROCCO, ESQ.

ATTORNEY AND COUNSELOR AT LAW

1313 E. MAPLE STREET

SUITE 201-531

BELLINGHAM WA 98225

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FAX (206-452-5532

ROBERT@LAROCCOLAW.US

Record Keeping: The La Rocco Law Firm uses technology to provide cost-effective, fast and personal service to all clients. All file material, where possible, are stored electronically. The Client is encouraged to use email to stay in contact with the Attorney.

All files are scanned and stored in electronic PDF format. All hard-copy (paper) files must be picked up within four (4) weeks after the Attorney received them or these papers will be destroyed. All client files are stored at the firms' expense for a period up to one (1) year following termination of the Attorney's representation and may thereafter destroy some without further notice to the Client. In addition, the Law

Rocco Law Firm will store all relevant PDF files relating to property of the Client that the Attorney held in trust for a period of five (5) years and may thereafter destroy same without further notice to the Client. The Client may request in writing that the Attorney holds available to the Client or a designee any PDF files in the Attorney's possession. Within seven (7) days of receipt of such request, the Attorney shall make electronic (not hard-copy) files available for pick-up at the Attorney's office.

E-Mail Communication Authorization: The Attorney has found that communications with the Client, opposing counsel and others are greatly facilitated by the use of e-mails. Unfortunately, the La Rocco Law Firm cannot rule out the interception of information contained in e-mails by those misusing the resources of the Internet. Using e-mail communication therefore poses some risk. Accordingly, in order for the Attorney to utilize the Internet for e-mail communication in connection with the Client's case, the Attorney requires that each client specifically authorizes the Attorney to do so. The Client will provide the Attorney with a reliable and secure e-mail address in order to facilitate the transfer of documents and communications.

No — *send paper communications only.*

I approve the use of e-mail communication by the La Rocco Law Firm in connection with their representation of my case.

N/A

Provide your email address here

ROBERT JOSEPH LA ROCCO, ESQ.

ATTORNEY AND COUNSELOR AT LAW

1313 E. MAPLE STREET

SUITE 201-531

BELLINGHAM WA 98225

TEL. (360) 603-9545

FAX (206)-452-5532

ROBERT@LAROCCOLAW.US

WEDNESDAY, MARCH 18, 2015

PAGE 5 OF 5

Electronic Signatures: The Attorney and the Client agree that a digital signature shall be effective to prove assent to the terms of this Agreement. Furthermore, the Attorney and the Client agree that the terms of this agreement may be proven through an electronic facsimile; including a scanned electronic copy in Portable Document Format ("PDF") or other digital format, and that no "original" hard-copy document shall be retained by the La Rocco Law Firm to prove the terms of this agreement.

Full Agreement: This document is the full and entire agreement between the Client and the Attorney.

Signatures (manual or digital):

I acknowledge that I have read the foregoing paragraphs regarding attorney's fees, costs and the need to cooperate with the La Rocco Law Firm with respect to my case. I further acknowledge that I have discussed the issue of fees and costs with a representative of the La Rocco Law Firm and that I have been provided answers to any questions I had. I understand and I agree to fulfill the employment conditions as addressed in the agreement.

This agreement has been made in, and is governed by the laws of, the State of Washington.

I understand the terms of the fee agreement set forth above, and I agree to them.

Date Signed:

4/12/2016

/s/ Robert Joseph La Rocco

Robert Joseph La Rocco, WSBA 42536

Date Signed:

4/12/2016

Client Signature

Print your Name here

Gail Reyes
Gail Reyes

Payment plan

3019	250.-	4/22/16
3020	250.-	5/6/16
3021	250.-	5/23/16
3022	250.-	6/3/16
3023	250.-	6/17/16
3024	350.-	7/1/16
3025	100.-	7/22/16

ROBERT JOSEPH LA ROCCO, ESQ.

ATTORNEY AND COUNSELOR AT LAW

1313 E. MAPLE STREET

SUITE 201-531

BELLINGHAM WA 98225

TEL. (360) 603-9545

FAX (206) 452-5532

ROBERT@LAROCCOLAW.US

EXHIBIT B

GAIL M REYES
406 ALLISON WAY
NOOKSACK, WA 98247
360-332-1576

3019

98-8011/3251
01

April 12, 2016
Date

Pay to the
Order of

R. Soc. Reyes

\$ 250⁰⁰

Two Hundred and Fifty & 00/100

Dollars



Security
Features
Details on
Back



Fifty SR.

Where members come first!

For

1/22/16

Gail Reyes NP

⑆325180113⑆ 10001873362⑈ 3019

For Deposit Only

Pay to the Account of
El. V. Thompson named payee
OF THE PACIFIC 07-707.
-LLINGHAM, WASHINGTON

042716 73110000003635>125107707<BOTP

GAIL M REYES
408 ALLISON WAY
NOOKSACK, WA 98247
360-332-1578

3020

98-8011/3251
01

April 12, 2016
Date

Pay to the
Order of

R. La Rocca

\$ 250⁰⁰

Two Hundred Fifty + ⁰⁰/₁₀₀ Dollars

Security
Features
Details on
Back

@WECU
Whatcom Educational Credit Union
PO Box 8750 Bellingham WA 98227-0750

Where members come first!

For 5/6/2016

Gail Reyes NP

⑆325180113⑆ 10001873362⑈ 3020

Member Card

For Deposits

Credited to the ^{Payee} ~~Account~~ of
the within named payee
BANK OF THE PACIFIC 07-707
BELLINGHAM, WASHINGTON

050616

73110000007184>125107707<BOT

GAIL M REYES
406 ALLISON WAY
NOOKSACK, WA 98247
360-332-1576

3021

98-8011/3251
01

April 12, 2014
Date

Pay to the
Order of

R. La Rocca

\$ 250⁰⁰

Two Hundred Fifty & 00/100 Dollars


 Security
Features
Detailed on
Back


Whitcomb Educational Credit Union
PO Box 9750 - Bellingham WA 98227-0750

Where members come first!

For

5/20/2016

Gail Reyes 

⑆325180113⑆ 10001873362⑈ 3021

Member CPCL

For Deposit Only

57
Credited to the account of the within named payee.
In accordance with the payee's instructions.
ABSENCE OF ENDORSEMENT GUARANTEED
BANK OF THE PACIFIC

052016 73110000012699>125107707<80

GAIL M REYES
406 ALLISON WAY
NOOKSACK, WA 98247
360-332-1576

3022

98-8011/3251
01

April 12, 2014
Date

Pay to the
Order of

R. LaRocca

\$ 250.00

Two Hundred Fifty & 00/100
Dollars



Security
Features
Details on
Back



Whatcom Educational Credit Union
PO Box 9750 • Bellingham WA 98227-9750

Where members come first!

For 6/3/2016

Gail Reyes MP

⑆325180113⑆ 10001873362⑈ 3022

To Deposit Only

Credit to the account of the within named payee.
In accordance with payee's instructions.
ABSENCE OF ENDORSEMENT GUARANTEED
BANK OF THE PACIFIC

060316 73110000017683>12510,707<801P

GAIL M REYES
406 ALLISON WAY
NOOKSACK, WA 98247
360-332-1576

3023

98-8011/3251
01

April 12, 2014
Date

Pay to the
Order of

R. La Rocco

\$ 250.00

Two Hundred Fifty & 00/100

Dollars



Security
Features
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Where members come first!

For

6/17/2016

Gail Reyes MP

⑆325180113⑆ 10001873362⑈ 3023

For Deposit Only

Credited to the Account of
the within named payee
BANK OF THE PACIFIC 07 707
BELLINGHAM, WASHINGTON

061716 73110000022856>125107707<BOT

GAIL M REYES
406 ALLISON WAY
NOOKSACK, WA 98247
360-332-1576

3024

98-8011/3251
01

April 12, 2014
Date

Pay to the
Order of

R. La Roca

\$ 350.00

Three Hundred Fifty + ⁰⁰/₁₀₀ Dollars

Security
Features
Details on
Back

 **WECU**

Whatcom Educational Credit Union
PO Box 9750 Bellingham WA 98227-9750

Where members come first!

For 7/22/2016

Gail Reyes MP

⑆325180113⑆ 10001873362⑈ 3024

Harland Clark

C-2. the Account of
V. in named payee
OF THE PACIFIC C7-70,
MICHAM, WASHINGTON

072216 73110000035342>125107707<BOTP

EXHIBIT C

November 22, 2016

Dear Mr. La Rocco,

I am writing in a final attempt to contact you. Since my original contact with you on April 12th, 2016 for the purpose of filing bankruptcy, I have kept copious notes of every contact, attempted phone call & physical meeting with you.

In addition, I've paid you \$1600 in payments, which were completed on July 5th, 2016. Since then it has been virtually impossible to reach you except when I tracked you down thru my own efforts & research, and "caught" you leaving in an elevator at one of your "offices". Even when we did have a scheduled appointment, you stood me up. During all this, I've been very stressed out and have lost confidence in your truthfulness and integrity.

I am writing you now to inform you that I've contacted another legal firm and they have advised me to attempt this one last contact with you by certified mail. I need to hear from you within 5 days of receipt of this letter. Upon your contact I need to be able to contact the bankruptcy court of Seattle to see if my name is on that docket. Further, I have seen nothing regarding contact with any of my debtors prior to a court date, which is required by law.

Therefore, this is my final attempt to contact you. If I do not hear from you within 5 days of receipt of this letter, and if you are not able to convince me (and my 2nd attorney) that you are actually fulfilling our contract immediately, and have this scheduled to be done in the December monthly Bellingham bankruptcy docket (including all the paperwork and notification done), then I am reporting you to the Washington State Bar Association, immediately.

I will ask for their help in getting my money back plus the expenses and time I have spent trying to deal with your obvious evasion of our contract after having taken my money 5 months ago and avoiding me, ever since.

Sincerely,

A handwritten signature in cursive script, appearing to read "Gail Reyes".

Gail Reyes

WASHINGTON STATE BAR ASSOCIATION

September 26, 2017 - 3:07 PM

Filing Attorney Discipline

Transmittal Information

Filed with Court: Supreme Court

Appellate Court Case Number: Case Initiation

Trial Court Case Title:

The following documents have been uploaded:

- ATD_Affidavit_Declaration_20170926150426SC439530_8421.pdf

This File Contains:

Affidavit/Declaration - Other

The Original File Name was Declaration of Gail Reyes.PDF

A copy of the uploaded files will be sent to:

- allisons@wsba.org
- attorney@larocolaw.us
- francescad@wsba.org

Comments:

In re Robert Joseph La Rocco. Declaration of Gail Reyes.

Sender Name: Carol Kinn - Email: carolk@wsba.org

Address:

1325 4th Avenue

Suite 600

Seattle, WA, 98101

Phone: (206) 727-8291

Note: The Filing Id is 20170926150426SC439530